removal of a suit from a state court to a federal court seems properly construed in the present case in the same way. A rather ambiguous dictum in a recent Supreme Court decision implied that under these facts jurisdiction could not be obtained by a circuit court even by consent of the parties. *In re Wisner*, 203 U. S. 449. Accordingly the decisions of several of the lower federal courts have reached that result. See *Yellow Aster, etc., Co.* v. *Crane Co.*, 150 Fed. 580. The dictum, however, was not universally accepted. *Proctor Coal Co.* v. *U. S. Fidelity, etc., Co.*, 158 Fed. 211.

HUSBAND AND WIFE — LIABILITIES OF HUSBAND AS TO THIRD PARTIES — EFFECT OF MARRIED WOMEN'S PROPERTY ACTS ON HUSBAND'S LIABILITY FOR TORTS OF WIFE. — A former act provided that in actions of tort against a husband and a wife for the tort of the wife, execution should first be levied on the lands of the wife. A later statute repealed this act, and provided that a wife might sue and be sued in all matters as if she were *sole*. *Held*, that this statute abolishes by implication the common law liability of the husband for the torts of his wife. *Schuler* v. *Henry*, 94 Pac. 360 (Colo., Sup. Ct.).

At common law a wife was liable for her torts. *Hall* v. *White*, 27 Conn. 488. But, as she was not *sui juris*, it was necessary to join her husband in order to have a proper party defendant. *Capel* v. *Powell*, 17 C. B. (N. S.) 744. Once joined, the law did not consider it unfair, in view of his control over the person and property of his wife, to subject his property to execution. BACON, ABR., *Baron & Feme, F.* Also, since a debtor's person could be taken on execution, a judgment against the wife as a *feme sole* so endangered the husband's legal right to her society without hearing him in defense, that he could bring error. *Haydon* v. *Miller*, 2 Rolle 53; *Hayward* v. *Williams*, Style 254, 280. But, since his liability arose only from the wife's legal disability, it ceased on her death. Previous statutes had abolished the husband's right over his wife's person and property and the right to take a debtor's person on execution. The present statute, by abolishing the last relics of the wife's disability, removed the necessity which caused the husband's liability. Though married women's property acts vary greatly and the decisions under them are consequently in great conflict, the modern tendency of the law as to married women seems to favor this result. *Martin* v. *Robson*, 65 Ill. 129.

HUSBAND AND WIFE — WIFE'S SEPARATE ESTATE — LIABILITY OF SEPARATE ESTATE ON CONTRACT OF SURETYSHIP. — A statute provided that married women might contract with reference to their legal separate property as if unmarried. The defendant, a married woman, signed a note as surety. *Held*, that she is not liable. *Bank of Commerce* v. *Baldwin*, 93 Pac 504 (Idaho). See NOTES, p. 619.

INSANE PERSONS — CONVEYANCES — HOW AVOIDED. — In an action of ejectment the defendants claimed title under a deed from the plaintiffs' ancestor to a *bona fide* purchaser. The plaintiffs offered evidence to show that the grantor was insane when he made the deed. The evidence was excluded on the ground that such deed can only be avoided in equity. *Held*, that the exclusion of this evidence was error. *Smith* v. *Ryan*, 191 N. Y. 452.

For a criticism of the decision in the lower court, see 20 HARV. L. REV. 419.

INSURANCE — AMOUNT OF RECOVERY — DESTRUCTION BY FIRE OF BUILDING CONDEMNED AS A NUISANCE. — The defendant corporation insured the plaintiff's building knowing, through its agent, that the city authorities had condemned the building as a nuisance. The authorities were on the point of tearing it down, when it was destroyed by fire. *Held*, that the plaintiff may recover full damages. *Irvin* v. *Westchester Fire Ins. Co.*, 109 N. Y. Supp. 612 (Sup. Ct.).

The court rightly found that the plaintiff had an insurable interest in the condemned building; for any interest in property the loss of which will occasion a pecuniary injury to the insured may be the subject of an insurance contract. *Riggs* v. *Commercial Mut. Ins. Co.*, 125 N. Y. 7. But the question is sug-

gested, whether the case is within the rule that where the insured premises are used for an unlawful purpose, an insurance contract covering them is void as against public policy. *Johnson* v. *Union, etc., Ins. Co.*, 127 Mass. 555. This rule is frequently applied where liquor is illegally sold on the insured premises, on the ground that the insurance encourages violations of the law. *Kelly* v. *Worcester Mut. Fire Ins. Co.*, 97 Mass. 284. In Michigan, Iowa, and Kansas, however, the rule is rejected on the ground that the insurance is too remotely connected with the illegal transactions. *De Graff* v. *Niagara Fire Ins. Co.*, 12 Mich. 124. In the present case it seems clear that maintaining the nuisance was too remote a consideration to avoid the contract within the rule. See *Loehner* v. *Home Mut. Ins. Co.*, 17 Mo. 247. But it is submitted that the proper indemnity for the loss would have been the actual value of the building as about to be torn down. See *Huckins* v. *People's Mut. Fire Ins. Co.*, 31 N. H. 238.

INTERSTATE COMMERCE — CONTROL BY STATES — PEDDLERS SUBJECT TO STATE LICENSE TAX. — The defendant was the agent of a foreign corporation which sold portraits on advance orders. The contract specified that a buyer was to have the privilege of purchasing a suitable frame at a low price at the time of the delivery of the portrait. The defendant was indicted for selling picture-frames without the license required by statute of peddlers. It was conceded that he could not be punished for delivering the pictures. *Held*, that the sale of the frames was intrastate commerce and the conviction proper. *Dozier* v. *State*, 46 So. 9 (Ala.).

If the business of selling frames had been carried on by a separate person who accompanied the picture-seller, the occupation would clearly be that of a peddler. As such it would be subject to state control. The courts avoid a conflict between the Commerce Clause and the state police power by saying that the frames have become part of the general property of the seller in the state and that no part of the sale itself involves an interstate transaction. *Emert* v. *Missouri*, 156 U. S. 296. And when the two occupations are carried on by the same man, the direct sales may properly be regulated. *Kehrer* v. *Stewart*, 197 U. S. 60. Upon the business of taking or filling orders it is settled that a license cannot be imposed. *Brennan* v. *Titusville*, 153 U. S. 289. The decisions opposed to the present case rest on the ground that selling frames is a mere incident to delivering the pictures. *Chicago Portrait Co.* v. *Macon*, 147 Fed. 967. But it is believed that the transactions are separable and that this part at least calls for police regulation. And though the authority on the direct question involved is divided, the present case has respectable support. *State* v. *Montgomery*, 92 Me. 433.

LIMITATION OF ACTIONS — ACCRUAL OF RIGHT — CONVEYANCE BEFORE MARRIAGE IN FRAUD OF DOWER. — Two days before his marriage, and without the knowledge of his prospective bride, one W. gratuitously conveyed lands to the defendants. *Held*, that it is against public policy to compel a wife, on peril of the bar of the statute of limitations, to institute an action in which her husband will be a defendant, and therefore the statute does not begin to run against the right of the wife until the death of the husband. *Wallace* v. *Wallace*, 114 N. W. 913 (Ia.).

The right of a husband to have set aside fraudulent antenuptial conveyances made by his wife was early established. See *Countess of Strathmore* v. *Bowes*, 1 Ves. Jr. 22. It appears to be settled in America that the wife has a similar right to attack antenuptial conveyances by the husband in so far as such transfers operate to deprive her of that inchoate dower interest which otherwise would have accrued to her upon marriage. *Chandler* v. *Hollingsworth*, 3 Del. Ch. 99; *Arnegaard* v. *Arnegaard*, 7 N. Dak. 475. It is evident, however, that the wife has only an equitable right to have a dower interest secured to her by one who holds a perfect legal title. Since such an equitable interest is always subject to extinction by a transfer of the legal title to a *bona fide* purchaser, the wife will not be adequately protected unless there be conceded to her a right to prosecute the claim at any time after marriage. *Babcock* v. *Babcock*, 53 How.